

Youssef Hammoud, CA #321934
E: yh@lawhammoud.com
HAMMOUD LAW, P.C.
3744 E. Chapman Ave., #F12269
Orange, CA 92859
T: (949) 301-9692
F: (949) 301-9693

*Attorney for Plaintiff,
Rory Moore*

**IN THE UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

RORY MOORE,
Plaintiff,
v.
SAFETY HOLDINGS, INC dba
SAMBASAFETY,
Defendant.

Case No.:

**COMPLAINT AND DEMAND FOR
JURY TRIAL**

**15 U.S.C. § 1681e(b);
15 U.S.C. § 1681i;
Cal. Civ. Code § 3345**

Plaintiff, Rory Moore (“Plaintiff”), by and through the undersigned counsel, hereby submits his Complaint and Demand for Jury Trial (“Complaint”) against Defendant Safety Holdings, Inc. dba SambaSafety (“SambaSafety” or “Defendant”) alleging violations of the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681 *et seq.* and of Cal. Civ. Code § 3345.

JURISDICTION AND VENUE

1. Jurisdiction of this court arises under 28 U.S.C. § 1331 as Plaintiff alleges violations of a federal law: 15 U.S.C. § 1681.

1 2. Supplemental jurisdiction of this court arises under 28 U.S.C. § 1367 as
2 the state law claim is so related to the claims in the action within such original
3 jurisdiction that it forms part of the same case or controversy under Article III of the
4 United States Constitution.
5

6 3. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2) because a
7 substantial part of the events or omissions giving rise to the claim occurred in this
8 District.
9

10 4. Defendant transacts business in this District; Defendant purposefully
11 avails itself of the protections of this District; and Defendant regularly directs
12 business at this District, such that personal jurisdiction is established.
13

14 PARTIES

15
16 5. Plaintiff, Rory Moore, is a natural person who resides in Montclair,
17 California, within the confines of San Bernardino County, California. Plaintiff is a
18 “consumer” as that term is defined by 15 U.S.C. § 1681a(c). Plaintiff is a senior
19 citizen, as defined by Cal. Civ. Code § 1761(f).
20

21 6. Defendant, SambaSafety, is a “consumer reporting agency” as that term
22 is defined under 15 U.S.C. § 1681a(f). SambaSafety is incorporated in Delaware, and
23 its principal place of business is located at 8801 Horizon Blvd NE, Albuquerque,
24 New Mexico 87113.
25
26
27
28

1 7. At all times relevant to this Complaint, Defendant acted through its
2 agents, employees, officers, members, directors, heirs, successors, assigns,
3 principals, trustees, sureties, subrogees, representatives, and insurers.
4

5 **FACTUAL ALLEGATIONS**

6 8. Plaintiff incorporates the above paragraphs of this Complaint as though
7 they are fully detailed herein.
8

9 9. Plaintiff is one of millions of Americans who participates in the
10 economy through gig work.
11

12 10. For approximately the past three (3) years, Plaintiff had enjoyed
13 employment in a part-time capacity as a driver for non-party Uber Technologies, Inc.
14 (“Uber”).
15

16 11. In or around March 2021, Plaintiff retired from full-time employment.
17 Following his retirement, his primary source of income was Social Security.
18

19 12. Thereafter, Plaintiff began driving more frequently for Uber, and has
20 supplemented his Social Security income with earnings of around \$500 per week.
21

22 13. With his income fixed by Social Security, Plaintiff typically drove for
23 Uber each month until his earnings made him sufficiently comfortable he would have
24 enough money for housing, utilities, and other necessities.

25 14. Plaintiff settled into a routine post-retirement wherein his Uber earnings
26 represented a necessary component of his budget each month.
27
28

1 15. As part of his employment, Plaintiff consented to ongoing background
2 checks, and was aware Uber would periodically confirm his driver's license remained
3 active and valid.
4

5 16. Thus, Plaintiff was understandably alarmed when he received an email
6 from Uber on March 6, 2022, notifying him of an impediment to his continued
7 employment as a result of findings in his most recent background check.
8

9 17. After receiving the email, Plaintiff checked his Uber account and
10 confirmed he had been "deactivated," meaning he could no longer accept trips
11 through the Uber platform.
12

13 18. Plaintiff was distraught. As detailed herein, the income Plaintiff earned
14 through his employment with Uber was critical to his finances.
15

16 19. The email from Uber also provided Plaintiff with a copy of the
17 background check, prepared by SambaSafety.
18

19 20. Plaintiff reviewed the background check and quickly identified
20 inaccuracies in the report.

21 21. Specifically, SambaSafety reported the status of Plaintiff's driver's
22 license as "DISQUALIFIED."
23

24 22. Under a field labeled "STATUS DESCRIPTION," SambaSafety
25 reported: "DISQUALIFIED."
26

27 23. Plaintiff, who holds a valid, active driver's license, was confused and
28 outraged by this reporting, and continued to review the background check.

1 24. Under a field labeled “RESTRICTIONS,” SambaSafety reported:
2 “REST 68 – DISQUALIFIED FROM DRIVING COMMERCIALLY.”
3

4 25. At this point, Plaintiff began to piece together what had occurred.

5 26. More than five (5) years ago, Plaintiff was employed in a position which
6 required a commercial driver’s license (“CDL”). Following the conclusion of that
7 employment, Plaintiff ceased maintaining his CDL as it was no longer necessary.
8

9 27. Thereafter, Plaintiff’s “Driver History Report” maintained by the
10 California Department of Motor Vehicles (“DMV”) included a note under a field
11 labeled “RESTRICTIONS” which read: “DISQUALIFIED FROM DRIVING
12 COMMERCIALLY.”
13

14 28. However, Plaintiff’s Class C driver’s license – the class most private
15 citizens in California hold for non-commercial driving – always maintained its status
16 as “VALID.”
17

18 29. Plaintiff realized SambaSafety was inaccurately reporting information
19 about his **CDL** as though it were applicable to his Class C driver’s license.
20

21 30. Plaintiff’s confusion was exacerbated by the knowledge that despite his
22 CDL having lapsed prior to his employment with Uber, this issue – namely, the
23 inaccurate reporting of his driver’s license status – had never come up in the past.
24

25 31. Upon information and belief, Plaintiff has been the subject of several
26 background checks in conjunction with his Uber employment.
27
28

1 32. Upon information and belief, none of these previous background checks
2 concerning Plaintiff have inaccurately reported his driver's license status.

3
4 33. Indeed, upon information and belief, Plaintiff's Uber account has never
5 before been deactivated.

6 34. The email from Uber included, in relevant part: "If you belief that any
7 of the information in the consumer report is inaccurate...contact [SambaSafety],"
8 and provided Plaintiff with instructions on how to do so.

9
10 35. The following day, on March 7, 2022, Plaintiff contacted SambaSafety
11 and disputed its inaccurate reporting.

12
13 36. On March 7, 2022, SambaSafety issued an automated response to
14 Plaintiff via email confirming receipt of his dispute.

15
16 37. Plaintiff was deeply frustrated with the lack of urgency he felt on the
17 part of SambaSafety. The March 6 email from Uber made clear it would be making
18 a decision "within the next few days" as to whether or not Uber would terminate
19 Plaintiff's employment. Moreover, each day Plaintiff's account remained deactivated
20 represented a compounding threat to his livelihood.

21
22 38. Determined to do everything in his power rectify these circumstances,
23 on March 9, 2022, Plaintiff obtained a copy of his "Driver History Report" directly
24 from the DMV, which accurately reflect his driver's license status as "VALID."

25
26 39. On March 10, 2022, Plaintiff had received no substantive response from
27 SambaSafety with regard to his dispute and submitted a second dispute.
28

1 40. In this second dispute, Plaintiff provided SambaSafety with a copy of
2 the Driver History Report he obtained from the DMV and his driver's license.

3
4 41. Plaintiff's understandable frustration was palpable in the comments he
5 provided with his second dispute:

6 “You reported that my current Class-C License which is to operate a
7 Non-commercial vehicle is disqualified and that's incorrect! I had a
8 commercial license five years ago that I didn't renew because the job I
9 needed it for ended. I have a complete copy of my driving
10 history/license which clearly indicates that my license is Valid* I will
be uploading a copy of both my current Valid* Class-C drivers license
and complete driving record from the DMV, I would appreciate if you
could expedite the process thanks.”

11 42. In short, Plaintiff provided SambaSafety with everything it needed to
12 conduct a reasonable reinvestigation and determine its original reporting was
13 inaccurate quickly and decisively.

14
15 43. Still, SambaSafety took no action beyond a token confirmation email on
16 March 10, 2022, confirming it had received Plaintiff's dispute.

17
18 44. The days that followed were torturous for Plaintiff. He anxiously
19 checked his email and Uber account frequently, hoping to learn the inaccurate
20 reporting from SambaSafety had been corrected and that he could resume earning his
21 much-needed ancillary income.

22
23 45. Plaintiff's mind frequently raced and turned to panicked thoughts of his
24 finances. Each day he was deactivated from Uber's platform represented further
25 depletion of his savings, and increased his worries about being able to afford his bills.

26
27 46. Moreover, Plaintiff suffered from issues falling and/or staying asleep.
28 Plaintiff found himself lying in bed awake for hours, wondering when – or if – this

1 problem would be resolved, whether he would be reactivated with enough time to
2 earn money to pay his bills, and myriad other anxious thoughts.

3
4 47. Among the thoughts racing through Plaintiff's head as he tried sleeping
5 each night was questioning how Uber could rely on information from SambaSafety
6 when it was so obviously inaccurate.

7
8 48. A week later, on March 16, 2022, Plaintiff still had heard nothing from
9 SambaSafety.

10
11 49. On March 16, 2022, Plaintiff reached out to Uber directly to provide it
12 with a copy of his DMV Driver History Report in hopes Uber would recognize the
13 inaccuracies reported by SambaSafety.

14
15 50. The following day, on March 17, 2022, Plaintiff received a response
16 from Uber Support, stating Plaintiff continued to be ineligible to accept trips due to
17 "...a license status issue that disqualifies you" and suggested he resolve things with
18 SambaSafety.

19
20 51. Plaintiff was extremely upset with the situation he had found himself
21 trapped in, and SambaSafety remained maddeningly silent.

22
23 52. Plaintiff held out hope that when SambaSafety finally got around to
24 investigating his disputes, the obvious inaccuracies it had reported concerning
25 Plaintiff would be clear, and SambaSafety would promptly correct the report.

1 53. On March 21, 2022, Plaintiff was excited to find he had an email from
2 Uber. He hoped this ordeal was finally behind him and that he could try to salvage
3 some supplementary income during the month of March.
4

5 54. Instead, Plaintiff's heart sank as he learned Uber was formally
6 informing him of its decision to terminate his employment. The words "The
7 Company's decision was based in whole or in part on information contained in [the
8 SambaSafety report]" hurt particularly badly, as Plaintiff had done everything in his
9 power to correct SambaSafety's inaccurate reporting on his own.
10
11

12 55. As of the date of this Complaint – more than thirty (30) days after
13 Plaintiff's initial dispute – Plaintiff has received no substantive response from
14 SambaSafety as required by law.
15

16 56. Upon information and belief, SambaSafety failed to reasonably
17 reinvestigate Plaintiff's disputes. Instead, SambaSafety ignored Plaintiff's disputes
18 entirely, without evaluating the information Plaintiff provided.
19

20 57. Had it done so, SambaSafety would have quickly identified its
21 obviously inaccurate reporting and Plaintiff would have already resumed his
22 employment with Uber.
23

24 58. SambaSafety's unwillingness to meet its statutory obligations under the
25 FCRA was particularly confusing as Plaintiff had provided SambaSafety with all of
26 the information it needed to conduct such a reinvestigation.
27
28

1 59. Plaintiff is a senior citizen who has suffered severe emotional distress
2 as a result of SambaSafety's violative conduct. As detailed herein, the additional
3 income Plaintiff earns through Uber is a vital aspect of his finances, and its absence
4 represents a threat to Plaintiff's livelihood, a fact which has consumed Plaintiff with
5 frustration, anxiety, and fear. Moreover, Plaintiff continues to suffer from issues
6 falling and/or staying asleep.
7

8
9 60. SambaSafety knew or should have known its conduct was directed at a
10 senior citizen, as the report SambaSafety prepared concerning Plaintiff prominently
11 displayed his full date of birth.
12

13 61. Moreover, Plaintiff has been forced to spend a substantial amount of
14 time and effort disputing the inaccurate information reported by SambaSafety, which
15 should have never been reported in the first place.
16

17 62. As of the filing of this Complaint, Plaintiff remains ineligible to accept
18 trips on the Uber platform. Thus, the harms Plaintiff has suffered at the hands of
19 SambaSafety are ongoing in nature.
20

21 63. Plaintiff holds lingering concerns that even if his Uber account is
22 eventually re-activated, he will have to go through this same ordeal each time Uber
23 updates his background check through SambaSafety.
24

25 64. Upon information and belief, SambaSafety fails to maintain and employ
26 reasonable procedures to assure maximal accuracy of the consumer reports and
27 consumer information it sells to third parties like Uber as required by the FCRA.
28

65. As a result of SambaSafety's inaccurate reporting, and subsequent failure to conduct a reasonable reinvestigation of Plaintiff's disputes, Plaintiff suffered actual damages, including but not limited to: damage to reputation, stress, anxiety, frustration, sadness, anger, sleepless nights, and a substantial amount of wasted time.

COUNT I
SambaSafety's Violations of 15 U.S.C. § 1681e(b)

66. Plaintiff incorporates by reference all the above paragraphs of this Complaint as though fully stated herein.

67. The FCRA requires consumer reporting agencies, like SambaSafety, to maintain reasonable procedures to ensure they compile and disburse consumer information with maximal accuracy. 15 U.S.C. § 1681e(b).

68. SambaSafety violated 15 U.S.C. § 1681e(b) by failing to establish and/or to follow reasonable procedures to assure maximum possible accuracy in the preparation, maintenance, and dissemination of Plaintiff's consumer report(s).

69. Upon information and belief, SambaSafety has been sued or received disputes from other consumers in the past who have alleged its procedures were unreasonable and violative of the FCRA.

70. Therefore, SambaSafety had actual notice of its deficient procedures.

71. In this case, however, SambaSafety received actual notice that its procedures were unreasonable as applied to Plaintiff.

1 consumer file is inaccurate or incomplete, the consumer reporting agency is required
2 to: conduct a reasonable investigation of the disputed information and forward the
3 dispute to the furnisher within five days of its receipt. 15 U.S.C. § 1681i.
4

5 80. Upon information and belief, SambaSafety violated 15 U.S.C. §
6 1681i(a)(1) by failing to conduct a reasonable reinvestigation to determine whether
7 the information disputed by Plaintiff was inaccurate.
8

9 81. Upon information and belief, SambaSafety violated 15 U.S.C. §
10 1681i(a)(1) by failing to record the current status of the disputed information or delete
11 the item from Plaintiff's consumer report.
12

13 82. Upon information and belief, SambaSafety violated 15 U.S.C. §
14 1681i(a)(5)(A) by failing to promptly delete the disputed inaccurate information from
15 Plaintiff's consumer file upon reinvestigation of Plaintiff's disputes.
16

17 83. Upon information and belief, SambaSafety violated 15 U.S.C. §
18 1681i(a)(5)(A) by failing to promptly correct the disputed inaccurate information in
19 Plaintiff's consumer file upon reinvestigation of Plaintiff's disputes.
20

21 84. As a result of SambaSafety's violations of 15 U.S.C. § 1681i, Plaintiff
22 suffered actual damages which have been further described above.
23

24 85. Upon information and belief, SambaSafety knew or should have known
25 about its obligations under the FCRA. These obligations are well-established in the
26 plain language of the FCRA, promulgations made by the Federal Trade Commission
27
28

1 (FTC) and Consumer Financial Protection Bureau (CFPB), and in well-established
2 case law.

3
4 86. Therefore, SambaSafety acted consciously in failing to adhere to its
5 obligations under the FCRA.

6
7 87. SambaSafety's violations of 15 U.S.C. § 1681i were willful. Therefore,
8 SambaSafety is liable to Plaintiff for actual, statutory, and punitive damages in an
9 amount to be determined at trial. 15 U.S.C. § 1681n.

10
11 88. Alternatively, SambaSafety's violations of 15 U.S.C. § 1681i were
12 negligent. Therefore, SambaSafety is liable to Plaintiff for statutory and actual
13 damages in an amount to be determined at trial. 15 U.S.C. § 1681o.

14
15 89. In any event, SambaSafety is liable for Plaintiff's reasonable attorney's
16 fees and costs, pursuant to 15 U.S.C. §§ 1681n, 1681o.

17 **COUNT III**

18 SambaSafety's Violations of Cal. Civ. Code § 3345

19 90. Plaintiff incorporates by reference all the above paragraphs of this
20 Complaint as though fully stated herein.

21
22 91. Cal. Civ. Code § 3345(a) provides, "this section will apply in an action
23 brought by senior citizens to redress unfair competition or deceptive acts." Cal Civ.
24 Code § 3345(a).

25
26 92. Cal. Civ. Code § 3345(b) allows senior citizens to recover up to three
27 times greater than authorized by a statute, or, where a statute does not authorize a
28

1 specific amount, up to three times greater than the trier of fact would impose in the
2 absence of that affirmative finding.

3
4 93. Upon information and belief, SambaSafety knew or should have known
5 Plaintiff is a senior citizen. The report SambaSafety prepared concerning Plaintiff
6 displayed his date of birth prominently.

7
8 94. SambaSafety engaged in unfair competition and deceptive acts when it
9 furnished and reported inaccurate information concerning Plaintiff in Plaintiff's
10 consumer report.

11
12 95. As a result of SambaSafety's conduct, misconduct, and violations of
13 Cal. Civ. Code § 3345, SambaSafety is liable to Plaintiff for three times greater than
14 authorized by the FCRA.

15
16 **TRIAL BY JURY**

17
18 96. Plaintiff is entitled to and hereby demands a trial by jury on all issues so
19 triable.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff Rory Moore, respectfully requests judgment be entered
22 against Defendant SambaSafety, for the following:

- 23
24 A. Actual damages pursuant to 15 U.S.C. §§ 1681o and/or 1681n;
25 B. Statutory damages pursuant to 15 U.S.C. §§ 1681o and/or 1681n;
26 C. Punitive damages pursuant to 15 U.S.C. § 1681n;
27
28

1 D. Costs and reasonable attorney's fees pursuant to 15 U.S.C. §§ 1681o
2 and/or 1681n; and

3
4 E. All pre-judgment and post-judgment interest as may be allowed
5 under the law; and

6 F. Any other and further relief as the Court may deem just and proper.
7

8 Respectfully submitted this 19th day of April, 2022.
9

10 HAMMOUD LAW, P.C.

11 /s/ Youssef H. Hammoud
12 Youssef H. Hammoud, CA #321934
13 E: yh@lawhammoud.com
14 *Attorney for Plaintiff*
15 *Rory Moore*
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